

Town of West Hartford, Connecticut
Department of Financial Services Purchasing Services Division
50 South Main Street, West Hartford, CT 06107-2431

INVITATION TO BID

Bid No. 200020	Opening Date March 31, 2020	Opening Time 2:00 PM	<input checked="" type="checkbox"/> Formal Bid <input type="checkbox"/> Informal Bid	THIS IS <u>NOT</u> AN ORDER
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This INVITATION TO BID form, with your response on it, must be received by the Purchasing Services Division, at the above address, prior to the bid opening at the time and date shown above. Bids must contain an original signature and must be submitted in a sealed envelope. All bid envelopes must indicate the bid number, time and opening date. At the designated time, all bids will be publicly opened and read. THIS IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED AS WELL AS ALL ATTACHED SPECIFICATION SHEETS AND DRAWINGS.

Department: Facilities	Division: Building Maintenance	Required Delivery Date	Requisition No.:
Shipping Destination: various locations within West Hartford, CT 06110			
DESCRIPTION		UNIT PRICE	TOTAL
Supplier shall furnish firm fixed prices for <u>Custodial Maintenance Supplies</u> for the Town of West Hartford and the West Hartford Board of Education for the period 7/1/20 thru 6/30/23 in accordance with the attached specification dated Saturday, March 07, 2020.			\$ _____
			Total Parts A, B, C & D
			_____% Discount Part E
		TOTAL \$	

We hereby agree to furnish and invoice above listed materials or services, delivered or performed in accordance with your specifications, requirements and terms as specified herein at prices specified above.

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, <http://westhartfordct.gov/Bidlist> a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure. The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town Of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

Delivery Date		Shipment via		FEIN #/Tax ID		Terms % DAYS	
Vendor Name			Address		City, State, Zip		
Telephone	Fax No	Authorized Signature		Printed Name		Title	
NOTE: Failure to affix an authorized signature to this form will result in rejection of the bid.							

**TOWN OF WEST HARTFORD & WEST HARTFORD BOARD OF EDUCATION
CUSTODIAL SUPPLY SPECIFICATIONS**

March 7, 2020

Bid #200020

1. CONTRACT TERM:

The purpose of this bid is to secure a source for Custodial Supplies for the periods 7/1/20 - 6/30/23 with up to two additional one year extensions for a possible five year total (7/1/20-6/30/25). In such cases, all prices, rates, terms and conditions of the original contract shall prevail. Continuance of the contract in subsequent fiscal years shall be contingent upon the annual appropriation of funds for such services.

2. STOCK:

The bidder shall have a fully stocked facility where the business is the sale of custodial supplies and related items. A sufficient supply of items shall be stocked in order to supply all of the items bid upon within (5) working days from request. The bidder must be prepared to allow facility inspection. If, in the judgment of the Purchasing Agent a facility is not adequately stocked, the bid may be rejected.

3. SAMPLES:

If samples are required, bidders must furnish samples at no cost to the Town within 5 days of request.

4. BID SUBMISSION:

All items must be quoted. Failure to provide a quotation on any individual item constitutes a “NO BID” for all items.

The bidder is required to state the net price of all discounts per unit of measure indicated for each period shown herein. These prices shall remain firm for the duration of the contract. Any additional discounts must be factored into actual price indicated.

Please provide pricing based on “unit of measure” noted, even if your product does not comply with the “unit of measure” noted.

There is a space marked “Total” for each item which shall be calculated based on the prices provided per period times the estimated quantities, which are also per period. Each bidder shall also state the net weight of aerosol cans and other containers not specifically stated as the unit of measure.

The Town is exempt from all taxes and fair trade restrictions.

5. DELIVERY OF GOODS:

The awarded bidder shall deliver items ordered within 5 days of the request. If for any reason this vendor is unable to comply, he must inform the requester. The requester shall then have the options of reconfirming the order, of offering to pick up the order, or of cancellation of the order and recorder with another supplier. Deliveries shall be made on an as needed basis and items shall be ordered in reasonable quantities.

6. AWARD:

The Town reserves the right to multi-award based on each Part to the supplier submitting the best value providing Environmentally Preferred Cleaning Products where applicable. The bid has four parts, Part A – Cleaning Supplies; Part B - Cleaning Chemical Systems; Part C – Trash Can Liners; and Part D – Bathroom Products; Part E - Percentage discount on vendor catalog.

Part A- Cleaning Supplies: Vendor shall supply price per unit as denoted per item. Vendor may provide an “or equal” product. It will be the vendor’s responsibility to prove equal status by providing manufacturer and/or make/model numbers. The Town reserves the right to accept or deny or equal product.

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CUSTODIAL SUPPLY SPECIFICATIONS**

March 7, 2020

Bid #200020

Part B – Cleaning Chemical Systems: The Town has chosen Spartan as the chemical solution systems to be utilized for this contract. Vendors participating in this bidding process must provide Spartan or a chemical solution that is Green Sealed Certified. Contractor responsible for providing all dispensing equipment.

Part C – Trash can liners: Vendor shall supply price per unit as denoted per item. Samples may be requested to verify the thickness and weight of the liners. The Town reserves the right to accept or deny or equal product.

Part D – Bathroom Products: Vendor shall supply price per unit as denoted per item. Samples may be requested to verify the quality of the towels/tissue. The Town reserves the right to accept or deny or equal product.

Part E – Percentage discount from vendor catalog. This bid is a sampling of items the custodial teams may need and it not considered all encompassing. With that, there are often items needed that are not specified in the bidding documents. Vendors are asked to provide a percentage discount from their catalog MSRP.

7. PERFORMANCE:

All supplies shall be of premium quality and will meet all federal and state standards for performance, safety and suitability for intended use, and where applicable, environmentally preferred. Performance deemed sub-standard by the Town will result in cancellation of the contract or the part of the contract deemed substandard.

8. CUSTOMER SERVICE:

The awarded vendor shall provide a customer service representative. This representative shall have the ability to visit site locations to address custodian's needs for supplies and/or service to the dispensing systems.

9. MISCELLANEOUS:

All items offered for bid shall meet current Federal, State and Local laws and regulations relative to intended use. Each bidder shall attest to such compliance by executing their bid offer to the Town. Failure to fill out the bid form completely and to comply with all instructions may result in rejection of your bid and/or cancellation of the contract.

Product Safety Data Sheets shall be furnished by the awarded vendor to the Town for each item of award. The safety data sheets shall be provided within 7 calendar days of a request and must be reviewed prior to award. The awarded vendor shall not change the manufacturer of a product during the term of the contract pursuant to this solicitation. Awarded vendors are required to label all containers and furnish secondary labels upon request at no charge to the Town and in accordance with Federal, State and Local laws and regulations.

10. PAYMENT:

Payment will be made by the Town within thirty (30) calendar days of receipt of an appropriate and accurate invoice mailed to the agency receiving such materials.

10. USAGE:

The “(est.) per period” is an annual estimated usage that is not guaranteed but shall be used to determine an overall low bidder.

TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC SCHOOLS
CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
Part A- Supplies					
1	Scouring/sponge pad# 74				
	Scouring/sponge pad, 3M #74 or equal (20/cs)	CASE	20	\$	\$
2	Scouring pad# 96				
	Scouring green medium scrub pad, 3M #96 or equal	CASE	30	\$	\$
3	Stripping Pad 11" Black				
	for stripping of public building floors	CASE	25	\$	\$
4	Stripping Pad 13" Black				
	for stripping of public building floors	CASE	25	\$	\$
5	Buffing Pad 13" White				
	for buffing of public building floors	CASE	20	\$	\$
6	Scrubbing Pad 13" Blue				
	for scrubbing of public building floors	CASE	25	\$	\$
7	Buffing Pad 17" Red				
	for buffing of public building floors	CASE	25	\$	\$
8	Buffing Pad 17" White				
	for buffing of public building floors	CASE	25	\$	\$
9	Stripping Pad 20" Black				
	for stripping of public building floors	CASE	20	\$	\$
10	Scrubbing Pad 20" Blue				
	for scrubbing of public building floors	CASE	25	\$	\$
11	Buffing Pad 20" White				
	for buffing of public building floors	CASE	20	\$	\$
12	Burnishing Pad-Natural Hair (Hog Hair) 20"				
	for stripping of public building floors	CASE	20	\$	\$
13	Rubber Maid Waxed Bags				
	waxed paper bag to fit 6140 sanitary receptacle			\$	\$
14	Latex Gloves - Gen Purpose med				
	100/box - 10/case	CASE	10	\$	\$
15	Latex Gloves - Gen Purpose Large				
	100/box - 10/case	CASE	10	\$	\$
16	Latex Gloves - Gen Purpose X-Large				
	100/box - 10/case	CASE	10	\$	\$
17	Nitile Exam Glove - latex free Large				
	100/box - 10/case	CASE	10	\$	\$
18	Nitile Exam Glove - latex free X-Large				
	100/box - 10/case	CASE	10	\$	\$
19	Hand Sanitizer				
	bags	CASE		\$	\$
20	Hand Sanitizer				
	pump	CASE		\$	\$
21	Z-Goop Absorbent				
	for absorbing spills and vomit	CASE	15	\$	\$
22	Bloodborne pathogen kit				
				\$	\$
23	Dust mask				
	3M 8500 Comfort Mask, 50/box	CASE	10	\$	\$

TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC SCHOOLS
CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
24 All purpose liquid cleaner	Comet or equal	EA		\$	\$
25 Chewing gum remover	cans/case	CASE	10	\$	\$
26 Graffiti Removal	non-aerosol graffiti remover	EA	20	\$	\$
27 Stainless Steel Polishing Aerosol		EA	40	\$	\$
28 Microfiber Terry cloth	16 x 16 Blue	EA	200	\$	\$
29 Microfiber Terry cloth	16 x 16 Green	EA	200	\$	\$
30 Microfiber Terry cloth	16 x 16 Red	EA	200	\$	\$
31 Metal-tip Broom Handles	5' Wooden Broom Handles	EA	10	\$	\$
32 Mops blue large	Super Sorb blue or orange, medium and large, "pre-laundered and pre-shrunk", wet mops, 4-ply, non-fraying looped ends, 5" mesh double wrapped mesh head band, double-stitched tail-band, 12/case	CASE	150	\$	\$
33 Mops green large	Mops – Green, blue or orange blended looped wet mops, medium & large, 4-ply, looped ends, 5" double wrapped mesh head-band, single-stitched tail band, 12/case	CASE	150	\$	\$
34 Mops Microfiber finish pads	Mops – finish mops, medium and large, blue and white, 12/case	CASE	30	\$	\$
35 Mops Fiberglass Handles 60"	handles, super jaw with 60" fiberglass handle	EA	55	\$	\$
36 Broom dua-sweep	Duo-Sweep Angled broom 8 3/4" cap w/12" flare 4' handle 7/8" diameter	EA	40	\$	\$
37 Broom 16" street broom	– 16" Street Broom with 54" tapered handle with 5 1/2" poly bass plastic bristle	EA	40	\$	\$
38 Broom counter brush	Counter "Foptail" Brush with Synthetic Bristles	EA	75	\$	\$
39 Broom toilet brush	Toilet bowl brush with 4 1/2" poly propylene head and 12" long, red and blue handles	EA	250	\$	\$
40 Broom-Corn	warehouse corn broom	EA	20	\$	\$
41 Dust pan	heavy-gauge steel with black enamel finish 12" width x 7 1/2" deep	EA	50	\$	\$
42 Microfiber duster		EA	50	\$	\$

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CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
43 Host Dry Extractor Sponges: 3lb	extractor sponges to fit Host system	EA	5	\$	\$
44 Host Dry Extractor Sponges: 30lb	extractor sponges to fit Host system	EA	5	\$	\$
45 Trigger for sprayers 32 oz		EA	300	\$	\$
46 Trigger Sprayers/silk 32oz		EA	200	\$	\$
47 Windsor Vacuum bags	Windsor sensor micro filter vacuum bags 5300	EA	100	\$	\$
48 Pro Team# 100331	Super coach micro filter vacuum bags 672 sq in 10/pk	PK	100	\$	\$
49 Pro Team# 100431	Tail vac micro filter vacuum bags 496 sq in 10/pk	PK	100	\$	\$
50 Sanitore Vacuum belts	Sanitore vacuum round belts	EA	250	\$	\$
51 Advance CO# 323251	Vacuum filter bags	PK	100	\$	\$
52 NSS Back Pack Vac. Bag	Back pack vacuum filter bags	PK	50	\$	\$
53 NSS Outlaw Vac. Bag	Vacuum filter bags	PK	10	\$	\$
54 NSS VacBag# 3400-E211558	Vacuum filter bags	PK	10	\$	\$
55 Pro Team for Proforce	Vacuum filter bags 10/pk	PK	50	\$	\$
56 3M Doodlebug pad	high pro stripping pad MCO-8550 or equal 10/bx	Box	5	\$	\$
57 3M Doodlebug pad holder	Holder with threaded socket, #05288 or equal	EA	10	\$	\$
58 Yellow Plastic Folding Floor Signs	multi lingual wet floor and closed sings	EA	10	\$	\$
59 Rubbermaid Brute Gray bucket	10 quart round-molded in gradations	EA	15	\$	\$
60 Work Gloves	Clute Cut, leather palm knit wrist - Large	DZ	30	\$	\$
61 Work Gloves	Clute Cut, leather palm knit wrist - Xtra Large	DZ	5	\$	\$
PART A - TOTAL				\$	\$

**Part B- Cleaning
Chemicals**

TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC SCHOOLS
CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
	DESCRIPTION	DILUTION FACTOR	EST DILUTED GALLONS	PRICE PER DILUTED GALLON	TOTAL
Disinfectant Cleaner	Spartan equivalent of EPP disinfectant neutral cleaner designed to be dispensed through a Center Dilution Control System		69,390	\$ _____	\$ _____
Biological Cleaner	Spartan equivalent of Bio-based biological cleaner - low foam, wool safe carpet extraction cleaner designed to be dispensed through a Center Dilution Control System		30,840	\$ _____	\$ _____
Neutral Floor Cleaner	Spartan equivalent of Bio-based cleaner - spray and wipe and low foam floor cleaner designed to be dispensed through a Center Dilution Control System		9,675	\$ _____	\$ _____
All Surface Cleaner	Spartan equivalent of EcoLable Cleaner - Multi surface cleaner designed to be dispensed through a Center Dilution Control System		19,275	\$ _____	\$ _____
Peroxide Cleaner	Spartan equivalent of Green friendly peroxide cleaner, Green Seal Certified GS-37 - citrus acid and hydrogen peroxide formula for removing mineral deposits, soap scum, and hard water build-up designed to be dispensed through a Center Dilution Control System		10,000	\$ _____	\$ _____
Non-Ammoniated Glass Cleaner	Spartan equivalent of non-ammoniated glass cleaner designed to be dispensed through a Center Dilution Control System		2,500	\$ _____	\$ _____
Floor Stripper	Spartan equivalent of green friendly floor stripper				
Floor Finish	5 gal pail	5 gal	50	\$ _____	\$ _____
	Green friendly floor finish	5 gal	50	\$ _____	\$ _____
WiWax Cleaning & Maintenance Emulsion	Spartan equivalent of a product that contains detergents, waxes and polymers to clean and maintain PVC, Rubber, and linoleum surfaces	gal	12	\$ _____	\$ _____
	PART B TOTAL				\$ _____

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
Part C - Trash Liners					
1.0 mil clear 24x31		CASE	100	\$ _____	\$ _____
1.0 mil black 24x31		CASE	200	\$ _____	\$ _____
1.5 mil clear 33x40		CASE	200	\$ _____	\$ _____
1.5 mil black 33x40		CASE	200	\$ _____	\$ _____
1.5 mil clear 38x58		CASE	200	\$ _____	\$ _____
1.5 mil black 38x58		CASE	200	\$ _____	\$ _____
1.5 mil clear 40x46		CASE	1000	\$ _____	\$ _____
1.5 mil black 40x46		CASE	500	\$ _____	\$ _____

**Part D- Bathroom
Products**

Paper Towels

Standard 100% recycle content, 80% post consumer waste, color-natural or brown, 1-ply, 8" x 800' with 1.62" core per roll, (6) rolls/case

Base weight @ (lbs/3000 sq ft) Dry Tensile MD @ 3.71 (lbs/in), Dry tensile CD @ 1.65 (lbs/in), Wet tensile MD @.91 (lbs/in) and absorbency @ 154 (seconds) using the Tappi Method

Bidder shall supply dispensers. Dispensers shall meet the minimum criteria:

1. Shall be manual machines
2. Shall be designed control usage,
3. Shall be hands free,
4. Fits 800 ft towel rolls

TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC SCHOOLS
CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
	5. Shall have a stub roll replacement feature			\$ _____	
	6. Shall have emergency feed mechanism				
Estimated annual usage – 1900 cases/year		CASE	1900	\$ _____	
<u>Multi-Fold Towels</u>					
Towels shall be multi-fold, fully bleached with a minimum basis weight of 25#, 1-ply, white, 9.25" x 9.50", must be chlorine free, 400 sheet/package, 4000 sheets per case					
Towels shall be absorbent, durable and suitable for use in Erving #F56 dispensers					
Estimated annual usage – (175) cases/year		CASE	175	\$ _____	
Delivery: Will order "as needed", various delivery locations	Brand Name _____				
<u>Toilet Tissue Paper</u>					
Standard 100% recycle content, 2-ply, white, 9" outside diameter, 3.54" roll width, 3.3" core, 1000' roll, (12) rolls/case.					
Base weight @ 8.8 – 9.4 grams per sq. meter, dry tensile strength @ 370 – 570 grams per inch, brightness @ 74 – 81, and stretch @ 7 – 13% per ply.					
Toilet paper dispensers: Kimberly – Clark JRT Junior Escort Jumbo Roll with stub roll feature, San Jamar, SCA, Georgia-Pacific or equivalent (supplier responsible for providing and maintaining dispensers for the term of the contract)					

TOWN OF WEST HARTFORD
WEST HARTFORD PUBLIC SCHOOLS
CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
Estimated annual usage – 1100 cases/year.	Brand Name _____	CASE	1100	\$ _____	

Toilet Tissue Paper

Tissue shall be 2-ply, white biodegradable, perforated with individual sheet size of 4 ½" x 4 ½", have a soft texture, (96) rolls/case

Center cardboard core shall be 1 ½" diameter, each roll to be individually wrapped with each roll weighing a minimum of 7.6 ounces

Estimated annual usage: (30) case/year.

Delivery: Will order "as needed", various delivery locations

Brand Name _____

CASE 30 \$ _____

Hand Soap

Wall Mounted Manual minimum 1000mL Foaming Dispenser (Supplier shall supply dispensers)

Foaming Luxury Hand Soap (pink) Green Seal Certified

Estimated annual usage: (250)

cases/year

Delivery: Will order "as needed", various delivery locations

Price per mL Brand Name _____

\$ _____ CASE 250 \$ _____

TOTALS :

PART A SUPPLIES \$ _____

TOWN OF WEST HARTFORD
 WEST HARTFORD PUBLIC SCHOOLS
 CUSTODIAL SUPPLIES 2020 Bid #200020

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UOM</u>	<u>QTY</u>	<u>Unit Price</u>	<u>TOTAL</u>
PART B CLEANING CHEMICALS	\$ _____				
PART C LINERS	\$ _____				
PART D	\$ _____				
Part A, B, C, & D Total	\$ _____				\$ _____
Part E - Catalog Discount	Percentage Discount off vendor				
	MSRP				\$ _____

INSTRUCTIONS TO BIDDERS

ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation.

Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications.

No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer.

When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor. Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids. Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

INTERPRETATION - PAROL EVIDENCE

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

LAW OF WAIVER

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

PUBLIC RECORD

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

PROPERTY TAX ASSESSMENT

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

RELATIONSHIP OF PARTIES

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

RIGHTS AND REMEDIES

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

SEVERABILITY

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

SUBMISSION OF BIDS

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.

Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted.

When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned. The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected.

Contractors must furnish Bid Surety, Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicate a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

TOXIC SUBSTANCES

In accordance with section 31-40 of the General statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

VENDOR WARRANTY

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
- c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.

Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

WEST HARTFORD TOWN HALL DIRECTIONS

Purchasing, 2nd FL

Room 223

FROM THE WATERBURY AREA

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left

FROM THE BOSTON AREA

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left